

**IN THE UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE**

IN RE: DANNY LANE KEYS,)	
DBA Honey-Do Handyman Services;)	
DBA Timberline Resort; FDBA DIAN – DAN)	
ENTERPRISES, LLC.)	12-07578-2RM-13
and)	
JANICE DIANE KEYS,)	
DEBTOR(S))	
80 TIMBERLINE ROAD)	Chapter 13
CROSSVILLE, TN 38571)	
XXX-XX 8108 XXX-XX-0264)	

AGREED ORDER

Debtors having filed a motion to extend the Automatic Stay and Glenn and Beatrice Terry (aka Bea), hereafter called Creditors, having filed an objection to this motion; Creditors have also filed an Objection to Debtors Chapter 13 Plan; Debtors having filed an Adversary No. 12-90477 for removal of a State Law Action filed in Cumberland County Tennessee; and an Adversary No. 12-90494, seeking relief by Equitable Subordination of Creditors Claim. Debtors and Glenn and Beatrice Terry have agreed to resolve all pending issues between the parties in this Agreed Order:

It is agreed as evidenced by the signatures Affixed below that the Parties Agree:

1. The Claim of Glenn and Beatrice Terry in the amount of \$675,000.00 shall be allowed as a Secured Claim and paid in the following manner; Claim shall be allowed as a continuing Long Term Payment, The monthly payment shall be paid each and every monthly in the amount of Eight Thousand Two Hundred and Fifty Dollars (\$8,250.00) per month for 60 months. The Debtors monthly Chapter 13 payment must be paid with good funds on or before the Twentieth day of the month, each and every month. Failure to make this payment timely shall constitute default. The remaining outstanding balance of the Claim shall be due and payable as a balloon payment in the amount of Three Hundred and Seventeen Thousand Four Hundred and Eighty One Dollars and Forty One Cents (\$317,481.41). The balloon Payment shall be Due in full on the 1st day of Month following Discharge of Debtors Chapter 13 and shall be deemed in default if not received by the 10th day of the month that the payment was due. The payment must be made with certified funds and made payable to Glenn and Beatrice Terry at 1235 Ski Mountain Rd #605, Gatlinburg, TN 37738; or any other location which Glenn and Beatrice Terry's so designate. Said change of address must be provided to the Debtors at least 60 days prior to the Due Date and shall be deemed delivered if sent via Certified

Mail. Parties Agree that this agreement shall not Alter the Rights or Remedies of the Creditors as it pertains to the terms and conditions of the original note and deed of trust. The claim amount and payment schedule is a compromise and only applicable to this current Bankruptcy Case, and if the Bankruptcy is not successfully completed this repayment arrangement is null and void and the parties will rely on the terms and conditions of the original note.

2. The Debtors agree that they shall keep the Fire and Casualty Insurance and Property Taxes Current on the property Secured by the Creditors. The Policy Limits of said Insurance shall be in the amount no less than the amount currently in existence at the commencement of this bankruptcy and shall name Glenn and Beatrice Terry shall be listed as loss payee. If the Property Taxes are not paid when due or Insurance lapses, this shall constitute a default in the Debtors Chapter 13 Plan.
3. All State Law Litigation commenced by the Debtors against Glenn and Beatrice (aka Bea) Terry; Peter and Sandra Jolas; John and Carolyn Hick; Roger Hendrix and Rick Miller shall be Dismissed.
4. All Claims or Adversary's filed by the Debtors with regard to and or against Glenn and Beatrice (aka Bea) Terry; Peter and Sandra Jolas; John and Carolyn Hick; Roger Hendrix and Rick Miller the pending Chapter 13 Shall be Dismissed.
5. All Objections by either parties in this pending Bankruptcy will be withdrawn.
6. All parties shall refrain from any and all disparaging remarks about the other parties.
7. Parties shall not be permitted to communicate directly with each other without the permission of all parties and their Attorneys. Any and all communications shall be through the parties Attorneys.
8. Debtors shall be prohibited from taking any actions that would cause a diminution of the property values.
9. The Automatic Stay shall stay in effect until disposition of this case.
10. All Escrowed Funds in Creditor's Attorney account that were required by State Court for injunctive relief shall be released to Creditor, Glenn and Bea Terry. These funds have been accounted for in the calculation of the Claim amount in paragraph 1.
11. The Monies held in Cumberland County Chancery Court Registry for adequate protection shall be released to the Creditors as adequate protection for diminution of property values shall be released to the Glenn and Beatrice Terry.
12. Debtors shall remain current in all Chapter 13 payments. Debtors failure to make their monthly payment, with good funds, to the Chapter 13 Trustee by the Twentieth of the month shall constitute default.

13. Should the Debtors default in any provision of this Order, then the Terry's shall be able to file a notice of Default with the Clerk of Court and the Debtors shall have ten (10) day to cure the Default. If Debtors do not cure the default within ten (10) days then upon notice from the Creditor, the Court shall Automatically Grant Relief From the Automatic Stay Provision and Creditors Shall be able to enforce any and all state law rights and remedies which they are entitled to which may include but is not limited to foreclosure.

IT IS SO ORDERED.

APPROVED FOR ENTRY:

This Order was signed and entered electronically as

/S/ Howard G. Pick

indicated at the top of the first page

Howard G. Pick, Attorney for Movants
PO Box 3285
Crossville TN 38557
(931) 456-8999 (931) 456-8989 fax
HGPick@citlink.net

Agreed to:

/S/ STEVEN L. LEFKOVITZ

Steven L. Lefkovitz
Attorney For Debtors
618 Church St Ste. 410
Nashville, TN 37219
(615) 256-8300 (615) 255-4516 FAX
slefkovitz@lefkovitz.com